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17 NOB HILL CATERING, INC.

18 UNITED STATES DISTRICT COURT  
19 FOR NORTHERN DISTRICT OF CALIFORNIA

20 OMAR TEPETE CASTRO

21 Plaintiff

22 v.

23 NOB HILL CATERING, INC.

24 Defendants

Case No.: 4:11-cv-00051-CW

**STIPULATION TO DISMISS WITH  
PREJUDICE; COURT TO RETAIN  
JURISDICTION FOR 30 DAYS TO  
ENFORCE PAYMENT AGREEMENT**

25 THE PARTIES THROUGH THEIR ATTORNEYS OF RECORD HEREBY  
STIPULATE AS FOLLOWS:

1. The matter has fully settled. The case settled during a formal mediation session conducted by R. Stephen Goldstein appointed by this Court's ADR office.

2. Without waiving the confidentiality afforded mediation sessions, and without admitting liability, the matter settled for more than what Plaintiff claimed as earned but unpaid overtime wages.
3. The parties have executed a written settlement agreement settling all claims made in the Complaint.
4. The parties stipulate that this matter be dismissed with prejudice.
5. The terms of the settlement agreement call for payment to be made within 30 days and after the matter is dismissed with prejudice.
6. As such, the parties request that the Court retain jurisdiction until October 24, 2011 in the event the payment is not made.

IT IS SO STIPULATED.

**FOR PLAINTIFF**

**DAL BON & MARGAIN**

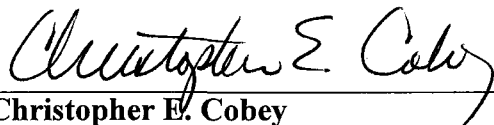
DATED: September 19, 2011

By: //s// Tomas E. Margain  
**Tomas E. Margain**

**FOR DEFENDANT**

**LITTLER MENDELSON**

September 19, 2011

By:   
**Christopher E. Cobey**

**ORDER**

Based on the stipulation of counsel and good cause shown, this matter is dismissed with prejudice. All deadlines are hereby terminated. The parties have reached a settlement through counsel during adversarial proceedings. The Court retains jurisdiction to enforce the terms of the

1 payment provision of the settlement until October 24, 2011. At that time, the Court directs the  
2 clerk to close the file. This Order is without waiving the ability of any party to move to enforce  
3 other provisions of the settlement agreement if there is a breach by separate legal proceedings.

4 IT IS SO ORDERED.

5  
6 Dated: 9/19/2011

By: 

7 **Hon. Claudia Wilken**  
8 United States District Court Judge  
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